

**OLYMPIC PARKWAY/EAST ORANGE AVENUE/I-805 INTERCHANGE
IN THE CITY OF CHULA VISTA, CALIFORNIA
(STM-328)**

THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH THE BID

ADDENDUM #4

**Old Bid Opening Date: February 25, 2004.
New Revised Bid Opening Date: March 10, 2004**

Sealed proposals will be received at the office of the City Engineer, City of Chula Vista, 276 Fourth Avenue, Chula Vista, CA, 91910 until 2:00 p.m on March 10, 2004 at which time they will be publicly opened and read. Bids will not be accepted after this time.

This addendum is issued before the award of contract to inform the bidders of revisions to the bidding documents. The following changes are hereby made effective as though originally issued with the bid package:

CHANGES TO SPECIFICATIONS

- 1. (Q: A careful reading of the special provisions section 9-3.2, page 24, and section 10-2.04, "HIGHWAY PLANTING", subsection "PLANT ESTABLISHMENT WORK", leads me to believe that it is the intent of the City of Chula Vista to retain 10% of the value of the construction contract throughout the entire construction period, including the plant establishment period of 750 working days, or 36 months?) Plant establishment work will be paid for at a lump sum price. See item number 62 of the Bid Proposal package. The lump sum price paid for plant establishment work shall include full compensation for furnishing all labor, materials, tools, etc.as stated in the Standard Specification, Section 20. Ten percent will be deducted and retained by the Agency, and the remainder less the amount of all previous payments will be paid.*

Plant establishment work shall consist of caring for the highway planting as specified in section 20-4.08 Caltrans Standard Specification. The Contractor will notify the

Engineer in writing of the start of the plant establishment period. Type 2 plant establishment period shall be the time between completion of all planting work. Item 62, PLANT ESTABLISHMENT WORK, in the Bid Proposal is for three (3) years. The City will retain 10% of this bid item until expiration of three (3) years. The Contractor will be required to adequately water plants; replace unsuitable plants; do weed, rodent, and other pest control; and perform other work, as determined necessary by the Landscape Inspector and the Engineer, every calendar day during the plant establishment period. Upon satisfactorily performed work for plant establishment is complete, subject to judgment by the Engineer and Landscape Inspector, the 10% retained from item 62, PLANT ESTABLISHMENT WORK, in the Bid Proposal shall be returned to the Contractor.

2. (Q: Referencing page 10 paragraph 16 of the specials: Does the requirement for the contractor to pay for inspection services apply to work done in the CALTRANS right of way? i.e. K-rail placement and falsework erection and removal.) Discrepancies in the specifications and plans will be handled in the following way:

- a. California Department of Transportation (CALTRANS) specifications govern over the City of Chula Vista specifications within the State of California's right-of-way. This is a permit project and there are no State Furnished Materials on this project. The City of Chula Vista and/or CALTRANS shall be responsible for all inspection for this job in accordance with the cooperative (COOP) agreement with CALTRANS. It shall be the responsibility of the Contractor to coordinate with the City of Chula Vista and CALTRANS Inspections' team within the CALTRANS right-of-way.
- b. City of Chula Vista specifications govern over CALTRANS specifications outside the State of California's right-of-way. This is a permit project and the City of Chula Vista shall provide the inspection for all work in accordance to the COOP agreement with CALTRANS. In reference to State furnished signs, per the COOP agreement between CALTRANS and the City, the City shall furnish only the "State Furnished" signs to be mounted on this project, as stated on page 110, Section 8-1.03, CITY-FURNISHED MATERIALS, Book 1 of 3 of the contract specifications books. It is the responsibilities of the Contractor to install the mounting assemblies and install the signs safely. The project awarded Contractor is to make arrangements with the Construction Inspection Division of the Public Works Operation Department concerning this matter. The Contractor shall furnish all other signs per the specification.

3. (Q: Referencing page 5 under Minimum Scope of Insurance, paragraph 3, is this to include earthquake and flood coverage?) Contractors must procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work under the contract and the results of that work by the Contractor, his agents, representatives, employees or subcontractors and provide documentation of same prior to commencement or

work. The minimum scope of insurance is shown below. It is the responsibility of the contractor to maintain insurance coverage for the duration of the contract.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG0001) including Insurance Services Office Form (G0009 11 88 Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Course of Construction insurance covering all risks of loss less policy exclusions.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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| 1. Commercial General Liability: (Including operations, products and completed operations) | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |
| 3. Course of Construction | Completed value of the project with no coinsurance penalty provisions |

The City reserves the right to require insurance for amounts in excess of the minimums stated above.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer will reduce or eliminate such deductibles or self-insured retentions as they pertain to the City, its officers, officials, employees and volunteers; or the Contractor will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Chula Vista, its officers, officials, employees, agents, and volunteers are to be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor, where applicable, and, with respect to liability arising out of work or operations performed by or on behalf of the contractor including providing materials, parts or equipment furnished in connection with such work or operations. The general liability additional insured coverage must be provided in the form of an endorsement to the contractor's insurance using ISO CG 20 10 11 85 or its equivalent.
2. The contractor's insurance coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.
3. Each insurance policy required by this clause must be endorsed to state that coverage will not be canceled by either party, except after thirty (30) days' prior written notice to the City by certified mail, return receipt requested.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
5. Contractor's insurer will provide a Waiver of Subrogation in favor of the City for each required policy providing coverage during the life of this contract.

Course of Construction policies shall contain the following provisions:

1. The City of Chula Vista shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City of Chula Vista.

Acceptability of Insurers

Insurance is to be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of no less than A- V. If insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A X.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on insurance industry forms, provided those endorsements conform to the contract requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

Subcontractors

Contractor must include all subcontractors as insureds under its policies or furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors is subject to all of the requirements included in these specifications.

- 4. The following Temporary Access Easement was not approved by the property owners and is not available to the Contractors. These listed properties shall not be used for Temporary Access Easements for the sound wall construction.**

Construction Details, Sheet C24, page 64 of 489, Caltrans Parcel No. 32876 will not be available. This Access Easement is not approved.

Construction Details, Sheet C29, page 69 of 489, Caltrans Parcel No. 32819 will not be available. This Access Easement is not approved.

- 5. The Contractor shall REPLACE the BID PROPOSAL from Addendum #1, Addendum #2, and from Addendum #3 with the "Revised Bid Proposal" document (Attachment "G"). Contractors must include to their "Bid Proposal" the following:**

Item # 148, Concrete (Ditch Lining), quantity = 43.7 m³ to be installed at the top of all retaining walls except for 'RW-7' per CALTRANS Standard Plans.

Item # 149, Remove Concrete Barrier, quantity = 51.3 m for the sheet Orange Avenue Overcrossing STA 80+43.836 to STA 80+95.126 due to the bridge construction/falsework, refer to Bridge plan note 9 on drawing 1 of 16, Orange Avenue Overcrossing (Widen) General Plan, from Addendum #1.

Item # 150, Concrete Barrier Type 60E, quantity = 51.3 m for the sheet Orange Avenue Overcrossing STA 80+43.836 to STA 80+95.126 due to the bridge construction/falsework, refer to Bridge plan note 9 on drawing 1 of 16, Orange Avenue Overcrossing (Widen) General Plan, from Addendum # 1.

Bid Item #89 Sound Wall (Masonry Block) shall not include Sound Wall #1. The quantity for Sound Wall # 1, as shown in the drawing set, SW1, sheet 293 of 489, Summary of Quantities, Q-3 shall be removed from the TOTALS shown on sheet 293 of 489. The quantities shown on item #89 of the Revised Bid Proposal itemized list (See Attachment G) does not include Sound Wall #1. Your submitted bid package will be non-responsive and incomplete without the Revised Bid Proposal Itemized list (Attachment G).

Bid Item #89 Sound Wall (Masonry Block) shall not include Sound Wall #9. The quantity for Sound Wall # 9, as shown in the drawing set, SW9, sheet 293 of 489, Summary of Quantities, Q-3 shall be removed from the TOTALS shown on sheet 293 of 489. The quantities shown on item #89 of the Revised Bid Proposal itemized list (See Attachment G) does not include Sound Wall #9. Your submitted bid package will be non-responsive and incomplete without the Revised Bid Proposal Itemized list (Attachment G).

Your submitted bid package will be non-responsive and incomplete without Attachment G.

6. The contractor shall allow 3 weeks (15 days) for the Engineer's review of all written submittals and request for information (RFI) from time submitted. It is the responsibility of the Contractor to ensure ample time is given in advance of the date of its use.
7. It is the responsibilities of the Contractor ensure all permits have been obtained and complied with. The Contractor shall procure all permits and licenses (i.e. double permit), pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. The Environmental Quality Act may be applicable to permits, licenses and other authorizations, which the contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with the provisions of those statutes in obtaining the permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.
8. As stated in section 10-1.19, MOBILIZATION, page 169, Book 1 of 3 of the contract specification books, the Contractor shall be responsible for the mobilization of their staff per the State of California, Department of Transportation, Standard Specifications, Section 11, Mobilization.

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site. The Contractor shall be responsible for providing their staff a field office necessary for work on the project.

The contract lump sum price paid for mobilization shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in mobilization as specified in the contract documents and State of California, Department of Transportation, Standard Specifications, Section 11, Mobilization.

When the contract does not include a contract pay item for mobilization as above specified, full compensation for any necessary mobilization required shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

The highway right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way for purposes, which are not necessary to perform the required work.

9. **Revised Bid Opening Date:** Wednesday February 25, 2004 is hereby changed to March 10, 2004. Sealed proposals will be received at the office of the City Engineer, City of Chula Vista, 276 Fourth Avenue, Chula Vista, CA, 91910 until 2:00 p.m. on March 10, 2004 at which time they will be publicly opened and read. Bids will not be accepted after this time. Book 1 of 3, Page iii, NOTICE TO CONTRACTORS. First paragraph, shall be modified to read as follows:

SEALED PROPOSALS will be received at the office of the City Engineer, City of Chula Vista, until 2:00 p.m. on Wednesday, March 10, 2004 at which time they will be publicly opened and read.

Please acknowledge and submit this Addendum as part of your bid package. Your submitted bid package will be non-responsive and incomplete without this Addendum, Addendum 1, Addendum 2, and Addendum 3.

ACKNOWLEDGED BY:

**BID PACKAGE MUST BE SUBMITTED WITH ADDENDUM #1,
ADDENDUM #2, ADDENDUM 3, AND ADDENDUM #4 SIGNED BY THE
CITY OF CHULA VISTA DEPUTY CITY ENGINEER**

Bidder's Signature

Francisco X. Rivera, P. E., T. E.
Deputy City Engineer
General Services, Engineering

THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH THE BID